

City of Austin's Parks & Recreation Department
Golf Division
Scope of Work
Pesticides & Fertilizers
Solicitation No. IFB 8600 DCM1039 REBID1

1. PURPOSE

The City of Austin ("City") seeks to establish a contract with a qualified contractor to provide pesticides & fertilizers on an as needed basis as stipulated in this Invitation for Bid. This contract will support the Parks and Recreation's Golf Division. The City reserves the right to add or delete departments and add locations as deemed necessary.

It is the City's preference to award a single contract for the pesticides and fertilizers. However, the City reserves the right to award any lines or group of specific line items as a result of this solicitation. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous to the Parks and Recreation's Golf Division. This IFB will be awarded to Contractors that submits the lowest responsive bid. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

2. TERM ON CONTRACT

The term of the contract shall be effective as of the date the offer is accepted by the City unless otherwise stated "effective date" and remain in effect for an initial term of Five (5) Years.

3. CONTRACTOR'S QUALIFICATIONS

The Contractor shall:

- 3.1. Have a manufacturer's authorized representative for pesticides and fertilizers.
- 3.2. Have a full-time, operational facility with a permanent business address.
- 3.3. Have a functional email address, telephone and be able to provide service within 24-hour notice by the Contract Manager or Department Designee.
- 3.4. Be regularly engaged in the business of providing pesticides and fertilizers for a minimum of five (5) years.
- 3.5. Provide and maintain a staffed telephone dispatch system that is operational during regular business hours. Business hours are defined as Monday through Friday from 7:00 A.M. to 5:00 P.M. Telephone answering machines do not meet the requirements of this paragraph.

4. CONTRACTOR REQUIREMENTS

4.1. CONTRACTOR RESPONSIBILITIES:

- 4.1.1. The Offeror shall provide a price for the products as designated in the Price Submission Sheet.
- 4.1.2. The Offeror may submit an offer on a "Buyer Approved Equal" Product on the Price *Submission Sheet* if the approved equal product meets or exceeds the City

City of Austin's Parks & Recreation Department
Golf Division
Scope of Work
Pesticides & Fertilizers
Solicitation No. IFB 8600 DCM1039 REBID1

Approved Product specifications. **If the Offeror is submitting a "Buyer Approval Equal" the Offeror must submit the following documentation, with their Offer package:**

- 4.1.2.1. Identification of each product offered as an "Buyer Approved Equal" product.
- 4.1.2.2. Description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of "Buyer Approved Equal" products.
- 4.1.2.3. Brand name, manufacturer or trade name, product number of each product offered as a "Buyer Approved Equal" product; and
- 4.1.2.4. Specification sheets which includes manufacturer information, material weight, material composition, and accessory components of each product offered as a "Buyer Approved Equal" product.
- 4.1.3. The Offer **SHALL NOT** propose a "Buyer Approved Equal" Product for Fertilizers, *Price Submission Sheet -Category 2*.
- 4.1.4. The City **WILL NOT** accept any products with formulations that include 2-4D or Simazine.
- 4.1.5. The Offer shall have the option to provide discount off or markup to manufacturer pricelists for non-specified items. In order to be paid for those products, the Offeror shall provide manufacturers name and catalog numbers for the additional products you can provide the City. Indicate the minimum percentage discount or maximum markup to costs you can provide the City for these products on the *Price Submission Sheet – Category 3 Non-Specified Services*. The percentage discount(s) or markup(s) listed shall be fixed throughout the term of the Contract including any subsequent renewal periods
- 4.1.6. The City reserves the right to purchase and add additional products not specified in the Price Submission Sheet. The percentage markup to costs listed in the Price Submission Sheet shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated in the *Price Submission Sheet - Category 4 Additional Products*. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately.
- 4.1.7. The Contractor shall stock or have immediate access to pesticides & fertilizers inventory sufficient to fill stock orders 95% of the time as agreed to by the Contractor and Contract Manager or Department Designee.
 - 4.1.7.1. The Contractor shall maintain a 30-Day supply of inventory, which the Contract Manager or Department Designee will determine after

City of Austin's Parks & Recreation Department
Golf Division
Scope of Work
Pesticides & Fertilizers
Solicitation No. IFB 8600 DCM1039 REBID1

contract award.

- 4.1.7.2. The Contract Manager or Department Designee reserves the right to order all pesticides and fertilizers on an as-needed basis.
- 4.1.8. The Contractor shall submit to the Contract Manager or Department Designee, two (2) CDs or electronic copies, if available, of the price list(s) upon which the discounts or markups are based on the price submission sheet within five (5) business days of Contract award. The Contract Manager or Department Designee will accept a printed copy only if there is not an electronic format available.
- 4.1.9. The Contractor shall provide the Material Safety Data Sheets (MSDS) information for the pesticides & fertilizers, within five (5) days of request from the Contract Manager or Department Designee.

4.2. SINGLE POINT OF CONTACT:

The Contractor shall:

- 4.2.1. Provide a single point of contact (SPOC) who is skilled, knowledgeable, and experienced in providing pesticides and fertilizers to the Contract Manager or Department Designee, within five (5) days after contract award.
- 4.2.2. Provide the SPOC's office number, email address, and cell phone number to the Contract Manager or Department Designee, within five (5) days after contract award.
- 4.2.3. Not remove the SPOC from the project without prior written consent by the Contract Manager or Department Designee. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor shall provide a designee for the SPOC to the Contract Manager or Department Designee. The designee shall meet the same requirements as specified for the SPOC within this IFB and shall have the same authority as the SPOC.

4.3. WARRANTY

The Contractor shall:

- 4.3.1. Immediately notify the Contract Manager or Department Designee of recall notices, safety notices, or any applicable notice regarding the pesticides and fertilizers. Failure to report any recall, warranty replacements, safety notices or other applicable notices within 15-Calendar days of notification of such information may result in termination of the contract.
- 4.3.2. Replace all non-conforming commodities within five (5) business days of notification by the Contract Manager or Department Designee, and at no additional cost to the City.

4.4. SAFETY REQUIREMENTS:

City of Austin's Parks & Recreation Department
Golf Division
Scope of Work
Pesticides & Fertilizers
Solicitation No. IFB 8600 DCM1039 REBID1

The Contractor shall:

- 4.4.1. Comply with all Federal and State of Texas standards, regulations, and laws concerning the sale and delivery of pesticide, applicable and effective on the date of delivery, including safety, noise, and emission control standards as they apply to both private industry and governmental agencies.
- 4.4.2. Comply with applicable OSHA safety requirements.
- 4.4.3. Comply with each pesticide and fertilizer regulation which is applicable to its action and conduct.
- 4.4.4. Adhere to the applicable safe use requirements specified in state and federal regulations and on the pesticide and fertilizer label, and shall inform the employee in the language he/she understands of the specific pesticide and/or pesticide being used and the protective clothing, equipment and work procedures to be followed.
- 4.4.5. Supervise employees so that safe work practices including all applicable regulations and label requirements are complied with, and the Contractor requires employees to follow safe work practices.
- 4.4.6. Inform employees of pesticide & fertilizer safety hazards and pesticide & fertilizer safety regulations applicable to all activities they may perform, and employees must handle and use pesticide and fertilizer killer in accordance with the requirements of law, regulations, and label requirements.

4.5. DELIVERY REQUIREMENTS:

The Contractor shall:

- 4.5.1. Deliver ordered pesticide and fertilizer within 5-Calendar days after the order has been placed or at a mutually agreed upon time and date between the Contractor and the Contract Manager or Department Designee.
- 4.5.2. Not make deliveries on City-recognized legal holidays, unless requested by the Contract Manager or Department Designee.
- 4.5.3. Ship all orders for pesticides and fertilizer complete unless arrangements for partial shipments are made with the Contract Manager or Department Designee in advance.
- 4.5.4. Deliver to the following location unless otherwise specified by the Contract Manager or Department Designee in the Delivery Order.

Location/Facility Name:	ALL CITY OF AUSTIN GOLF COURSES
Address:	To be provided on Delivery Order
Days	Monday -Thursday
Hours of Operation:	5:00 a.m. to 1:30 p.m.

City of Austin's Parks & Recreation Department
Golf Division
Scope of Work
Pesticides & Fertilizers
Solicitation No. IFB 8600 DCM1039 REBID1

5. DESIGNATION OF KEY PERSONNEL

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the Contract Manager or Department Designee and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

Title	Name	Phone Number	Email Address
Contractor Contract Manager	To be provided within 5-Days of Contract Award	To be provided within 5-Days of Contract Award	To be provided within 5-Days of Contract Award
City Contract Management	Nick Smitham	(512)-974-1515	Nick.smitham@austintexas.gov
City Division Manager	Kevin Gomillion	(512)-974-9351	Kevin.Gomillion@austintexas.gov
City Procurement Specialist	Diana McIntosh	(512) 974-2034	Diana.McIntosh@austintexas.gov

6. INVOICES

- 6.1. The City's preference is to have invoices emailed to Nick.smitham@austintexas.gov or mailed to the below address:

City of Austin	
Department	PARD GOLF
Attention	Nick Smitham
Address	5400 Jimmy Clay Drive
City, State, Zip, Code	Austin, TX 78744

- 6.2. For questions regarding your invoice/payment, please contact the City Contract Manager.

- 6.3. At a minimum, invoices shall be itemized and contain the following information, or they will not be processed and will be returned to the Contractor for correction:

- a. Unique invoice number.
- b. Invoice date.
- c. Delivery order number.
- d. Contract number.
- e. Description of services performed.
- f. Product Item.
- g. Unit of Measure.

City of Austin's Parks & Recreation Department
Golf Division
Scope of Work
Pesticides & Fertilizers
Solicitation No. IFB 8600 DCM1039 REBID1

- h. Quantity.
- i. Unit Price.
- j. Extended Price.
- k. Vendor Registration Number.
- l. Contractor's name.
- m. Contractor's remit to address; and
- n. Contractor's tax identification number (must exactly match the information in the Contractor's registration with the City.)

7. CITY RESPONSIBILITIES

- 7.1. The Contract Manager or Department Designee will have the ability to contact the Contractor by e-mail, fax, or telephone to issue a Delivery Order for pesticide and fertilizer. The Delivery Order will include the item number, description, delivery requirements, and a unique delivery order number.
- 7.2. The City will provide the Contractor with the names of the Contract Manager or Department Designee who will be authorized to order materials within five (5) days of Contract Award.
- 7.3. All pesticide and fertilizer orders shall be coordinated with the City's Contract Manager or Department Designee
- 7.4. The City reserves the right to request additional products as they relate to this contract.
- 7.5. The Contract Manager or Department Designee reserves the right to order all pesticide and fertilizer on an as-needed basis.

8. SUSTAINABILITY

The City prefers Contractors to demonstrate innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. During the term of this contract, when requested by the City, the Contractor will provide details of its organization's efforts to minimize the harmful effects upon the environment as well as any economic and equitable attributes. Specifically include any actions designed to:

- 8.1. Conserve natural resources including water, energy, and raw materials throughout the product lifecycle.
- 8.2. Minimize environmental impacts such as water and air pollution. Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment.
- 8.3. Support up-cycling and recycling efforts as well as utilize products with high recycled content.

City of Austin's Parks & Recreation Department
Golf Division
Scope of Work
Pesticides & Fertilizers
Solicitation No. IFB 8600 DCM1039 REBID1

- 8.4. Reduce environmental impacts in your organization's production and distribution systems.
- 8.5. Support worker health, safety, and fair wages.
- 8.6. Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost.

9. OMISSIONS

Any items or services that have been omitted from this scope of work that are clearly necessary, or in conformance with normal operations, shall be considered a requirement although not directly specified or called for in this scope of work.